

United States Embassy Kuwait
GSO/Procurement
Kuwait City
March 29, 2023

To: Prospective Quoters

Subject: Request for Quotations number 19KU2023Q0016 - 37 Washingtonian Tree Maintenance.

Enclosed is a Request for Quotations (RFQ) to provide periodical maintenance services to 37 Washingtonian Trees at US Embassy Kuwait. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to Kuwait_Solicitation@state.gov before quotation submission due date.

A site visit has been scheduled for April 11, 2023, at 11:00am Kuwait local time. For more information, please refer to page 57.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Note: You must have an active registration in SAM to be eligible for awards that **exceeds the US\$30,000** threshold. Therefore, offerors interested to do business with the Federal Government shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately to be eligible for award that exceeds the \$30,000 threshold.

For a proposal to be considered, you must also complete and submit the following:

1. SF-1449 (12, 17a, 24, 30a, 30b and 30c)
2. Section 1, Price Schedule
3. Section 5, Provision 52.212-3 Offeror Representations and Certifications
4. Additional information as required in the solicitation.
5. Proof of SAM Registration

Please also visit the U.S. Embassy website for additional instructions and guidance related to this and other contract opportunities: <https://kw.usembassy.gov/embassy/contract-solicitations/>

Direct any questions regarding this RFQ to Kuwait_Solicitation@state.gov **no later than April 16, 2023, at 10:00 am Kuwait local time**. No questions will be accepted beyond this date. Please enter the title of your email as "Questions - periodical maintenance services to 37 Washingtonian Trees at US Embassy Kuwait - RFQ 19KU2023Q0016.

Submit your quote electronically by email to Kuwait_Solicitation@state.gov. Quotations are due by **April 30, 2023, at 10:00 am Kuwait local time**. No quotes will be accepted after this time. Please enter the title of your email as "Quote - periodical maintenance services to 37 Washingtonian Trees at US Embassy Kuwait - RFQ 19KU2023Q0016.

Sincerely,

Irina Itkin
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR11450056		PAGE 1 OF 82			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19KU2023Q0016		6. SOLICITATION ISSUE DATE March 29, 2023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELChami, Mohamad ElChamiM@state.gov Nejeh, Sahar M NejahSM@state.gov				b. TELEPHONE NUMBER (No collect calls) 2259-1216/4		8. OFFER DUE DATE/ LOCAL TIME April 30, 2023 @ 10:00 am local time	
9. ISSUED BY AMERICAN EMBASSY KUWAIT MASJID AL AQSA STREET, BAYAN KUWAIT.			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO Kuwait_Solicitation@state.gov			CODE		16. ADMINISTERED BY American Embassy Kuwait General Services Office				
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Kuwait Budget & Finance Office KuwaitDBO@state.gov			
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
001		Periodical maintenance services of Washingtonian trees and seasonal plants as described within this scope of work. (see schedule) - One year contract with four one-year option. See Section 1 – Schedule for Additional Information <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			12	Month			
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA							<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA							<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CLIN 1000 – First option year	12	Month		
	CLIN 2000 – Second option year	12	Month		
	CLIN 3000 – Third option year	12	Month		
	CLIN 4000 – Fourth option year	12	Month		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. Jan 2011) BACK

**SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19KU2023Q0016
PRICES, BLOCK 23**

1. SCOPE OF CONTRACT

US Embassy Kuwait has a requirement for a qualified firm to perform periodical maintenance/service to **approximately 37 Washingtonian Trees** at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (**a minimum of ten (10) days** from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for **12 months, with four, one-year options to renew**. The initial period of performance includes any transition period authorized under the contract. Tentative start date of the contract is from September 1, 2023.

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

1.2 Defense Base Act (DBA) Insurance:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

The Contractor shall provide worker's compensation insurance in accordance with FAR 52.228-3 to employees assigned to this contract who are either United States citizens or direct hire. Total cost of DBA should be part of the Firm-Fixed-Price.

2.0 PRICING

2.1. BASE PERIOD, DURATION AND PRICES

Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months. Estimated start date from September 1, 2023

Line Item	Description	Monthly Price/Kuwaiti Dinars	x 12 Months	Annual Total/Kuwaiti Dinars
1	Perform periodical maintenance/service to approximately 37 Washingtonian Trees at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services as described within this scope of work	.....	12 months	.....

2.2. FIRST OPTION YEAR PRICES

Option Year 1. The Contractor shall provide the services shown below for the option year 1 period of the contract and continuing for a period of 12 months.

Line Item	Description	Monthly Price/Kuwaiti Dinars	x 12 Months	Annual Total/Kuwaiti Dinars
1	Perform periodical maintenance/service to approximately 37 Washingtonian Trees at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services as described within this scope of work	.....	12 months	.....

2.3 SECOND OPTION YEAR PRICES

Option Year 2. The Contractor shall provide the services shown below for the option year 2 period of the contract and continuing for a period of 12 months.

Line Item	Description	Monthly Price/Kuwaiti Dinars	x 12 Months	Annual Total/Kuwaiti Dinars
1	Perform periodical maintenance/service to approximately 37 Washingtonian Trees at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services as described within this scope of work	.....	12 months	.....

2.4 THIRD OPTION YEAR PRICES

Option Year 3. The Contractor shall provide the services shown below for the option year 3 period of the contract and continuing for a period of 12 months.

Line Item	Description	Monthly Price/Kuwaiti Dinars	x 12 Months	Annual Total/Kuwaiti Dinars
1	Perform periodical maintenance/service to approximately 37 Washingtonian Trees at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services as described within this scope of work	.....	12 months	.....

2.5 FOURTH OPTION YEAR PRICES

Option Year 4. The Contractor shall provide the services shown below for the option year 4 period of the contract and continuing for a period of 12 months.

Line Item	Description	Monthly Price/Kuwaiti Dinars	x 12 Months	Annual Total/Kuwaiti Dinars
1	Perform periodical maintenance/service to approximately 37 Washingtonian Trees at the Embassy compound in Bayan area, including furnishing all labor, material, equipment, and services as described within this scope of work	.....	12 months	.....

2.6 GRAND TOTAL

Base Year	
First Option Year	
Second Option Year	
Third Option Year	
Fourth Option Year	
Grand Total – Base plus All Option Years	

**CONTINUATION TO SF-1449
RFQ NUMBER 19KU2023Q0016
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**

1. PERFORMANCE WORK STATEMENT

The purpose of this fixed price contract is to obtain Periodical maintenance services of 37 Washingtonian trees at the Embassy compound in Bayan as described in **attachment 2** and other related parts of this contract. The contract will be for **a one-year period with four one-year options** from Notice to Proceed (NTP).

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work and to execute the contract. This includes all supplies, machinery and equipment, all uniforms and safety equipment required for their personnel. Contractor employees shall be on site only for contractual duties and not for other business purposes.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete tree maintenance services as described in this contract which are located inside the Embassy compound. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION

Contractor shall ensure to supply skilled and professional labors to accomplish the project/services. It is desirable that the workers speak and understand English language and/or local language. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel and COR. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff and will also be responsible for accepting and providing official communication/requests on behalf of the company. This includes both logistical requests or coordination and written/verbal correspondence to be relayed to their office. The supervisor shall also speak local language and a dominant language of the Third Country Nationals of the workforce. The supervisor shall have supervision as his or her sole function. The Contractor shall furnish adequate number of skilled and professional labors to accomplish the required services in a professional and timely manner.

1.3.2. SCHEDULES.

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. All work will be done during working days, **Saturday to Thursday, 08:30 a.m. -16:30 p.m.**, except as advised by the COR/POSHO or his authorized representatives. List of or workers, vehicles, equipment involved in the project must be submitted six weeks prior to starting the project makes the necessary access pass.

Due to extremely high temperatures in Kuwait during summer months, the Embassy has established this policy regarding working outside during the months of June, July, and August. This policy applies to all Embassy contractors working for the Mission.

During the months of June, July, and August, working outside in direct sunlight between the hours of **11:00 a.m. and 4:00 p.m.** is prohibited. In addition, regardless of the time day, when the outside temperatures exceed 49°C (118°F), no work outside in direct sunlight is permitted.

The Embassy is closed during American Federal Holidays and Government of Kuwait holidays. The contractor may work on these days with prior approval from the COR.

1.3.3. QUALITY CONTROL.

The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE.

The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN.

The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval **within 30 days after contract award.**

1.4. WATERING

1.4.1. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall consider the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.4.2. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.4.3. The Government shall furnish the supply of water.

1.5. HAZARDOUS AND TOXIC SUBSTANCES.

It is the Contractor's responsibility to ensure the safe handling, application, removal, and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

1.6 TURF REPAIR AND RE-ESTABLISHMENT

The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded and maintained to conform to adjacent areas.

2. WORKING HOURS

All work shall be performed during **8:30 am to 4:30 pm Saturday through Thursday** except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24-hour advance notice to the COR who will consider any deviation from the hours identified above.

3.0 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver to
Evidence of Insurance to include: Defense Base Act (DBA) Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	10 days after award	COR
Personal Security: List of Personnel, vehicles and equipment required	1	10 days after award	COR
Payment Request		End of Each month or End of Each quarter	By email to KuwaitDBO@state.gov

4. PERSONNEL REQUIREMENTS

4.1 GENERAL.

The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 STANDARD OF CONDUCT

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

- Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

4.2.5 KEY CONTROL.

The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.4. PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take approximately **30 to 45 days** to perform. For each individual the list shall include:

Civil ID Number	Full Name	Nationality

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including but not limited to rakes, lawn mowers, hoe, pitchfork, fertilizers to perform the work identified in **Attachment 2**.

6. INSURANCE

6.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

6.2 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

Bodily Injury stated in US Dollars:		Property Damage stated in US Dollars	
Per Occurrence	\$10,000	Per Occurrence	\$10,000
Cumulative	\$10,000	Cumulative	\$10,000

6.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

6.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,

- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

6.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

6.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

7. LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

8.0. SAFETY

The contractor's workforce shall attend a mandatory safety, security and health briefing provided by the COR prior to start working in the embassy.

All electrical equipment/tools used by the contractor in the Embassy facility/compound are subject to inspection by COR prior to use for its quality, condition, electrical grounding etc. Unauthorized equipment will not be allowed to hook up or used in the embassy. Lifting of more than 35 kg is not permitted by an employee.

The contractor's work force shall abide by the smoke free workplace policy of the embassy while working in the embassy compound. Employees who smoke must use the two designated smoking areas for this purpose.

The Contract workers shall report all work-related injuries/mishaps immediately to the site Supervisor and the Site Supervisor in turn shall immediately notify to the COR.

TRANSITION PLAN

Within 20 days after contract award, the Contracting Officer may ask the Contractor to develop a plan for preparing the new Contractor to assume all responsibilities for gardening services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

9.0. (a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all gardening services set forth in the scope of work.	All.	All required services are performed and no more than one (1) customer complaint is received per month.

(b) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(c) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) **PROCEDURES.**

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(2) The COR will complete appropriate documentation to record the complaint.

(3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause

ATTACHMENT 1
GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the contractor as "Government furnished property" for performance under the contract:

1. Water

ATTACHMENT 2

STATEMENT OF WORK

Provide periodical maintenance services to 37 Washingtonian Trees

1.0 INTRODUCTION

1.1 The U.S. Embassy in Kuwait has a requirement to obtain the services of a contractor to perform periodical maintenance to approximately 37 Washingtonian Trees at the Embassy compound in Bayan.

2.0 GENERAL REQUIREMENTS

2.1 The periodical maintenance work on the Washingtonian Trees shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for the project shall be for 1 base year, and option to extend for another 4 years in 1-year increments.

3.0 SCOPE OF WORK (SOW):

3.1 Logistics:

Staging/storage area is available on grounds (Limited space availability if required for the maintenance of the Washingtonian Trees).

Contractor needs to provide professional labor, tools and equipment necessary to complete the project.

3.2 Materials and equipment:

Any materials required for the periodic maintenance of the Washingtonian Trees shall be supplied by the contractor.

3.3 Labor:

Qualified labor required for the satisfactory maintenance of the Washingtonian Trees shall be included and accounted for by the contractor.

3.4 The contractor shall provide all material and labor to perform the following services.

Periodical maintenance 37 Washingtonian Palm Trees:
Scope of Work:

The contractor shall provide all materials and labor to perform the following services.

- i. Service of cleaning and removing Washingtonian tree leaf ends, remaining old leaves, branches, thorns, and dry leaves on an as-needed basis.
- ii. Natural organic fertilization (sheep fertilizer). This is done by mixing and digging up, making watering ponds, which have a depth and a diameter suitable to the size and age of the Washingtonian tree as per industry standards, the average quantity required by one Washingtonian tree is three bags of fertilizer.
- iii. Chemical fertilization (urea). It is performed in two stages during the cold weather. The first stage in November and the second in January or as and when required. The quantity of fertilizer has a direct proportion with the size and age of the Washingtonian Tree. The average quantity of nitrogenous fertilizer required per Washingtonian Tree is between 1 to 2 kilograms.
- iv. Fully integrated fertilization (N.P.K.) to be performed when the weather starts to become warm in the middle or end of February. The quantity required per one Washingtonian tree is between 1 to 2 kilograms.
- v. Hameera insect spray: to be performed as required.
- vi. Lightening of bunches, either from the bunch itself or from the number of bunches, the properly grown bunches are to be selected and distributed regularly.
- vii. Cutting the yields at any stage of growth as desired.
- viii. Preventive insect and fungi spray to control all kinds of insects, fungi and diseases. A suitable insecticide or bactericide is to be used according to each case separately.
- ix. The contractor shall perform any other industry standard procedures required to maintain these trees.
- x. The vendor, or the vendor's onsite representative, will provide weekly verbal or written report on the week's activities and anticipated activities for the following week.
- xi. All trash, debris must be removed from the site on daily basis.
- xii. It is the responsibility of the contractor to dispose of all removed trash to local government approved location.
- xiii. The contractor must include the safety plans/procedures to be followed for their workers to safely climb the Washingtonian trees to perform the maintenance, including a tall tree in the Ambassador's residence.
- xiv. The contractor must provide all required safety gears to the workers to maintain the Washingtonian trees.

- xv. At no additional cost to the Government, the Contractor shall replace any tree that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor. Likewise, the vendor shall report any damage ill-condition of any Washingtonian Tree to the Contracting Officer's Representative (COR).

The contractor shall supply all fertilizer, pesticide, and fungicide as per industry standards to perform the maintenance on the Washingtonian Trees to keep them healthy.

The contractor should maintain a base around the tree for the Embassy provided drip irrigation system.

The contractor is responsible to provide all equipment, tools if any required for maintaining the trees in safe manner. These items to include man-lift, ladder, etc. that are required to maintain the Washingtonian trees.

The contractor must specify what equipment to reach the trunk of the tree to perform the maintenance. Climbing the trees in barefoot is not permitted in the Embassy.

The contractor shall supply Safety Data Sheets (SDS) of all material such as fungicides, pesticides, fertilizer, etc. to be used for the maintenance of the Washingtonian Tree s. The contractor must receive prior permission for any such treatment from the Embassy/COR. No pesticides/chemicals treatment shall be performed by the contractor without prior approval from the Embassy/COR.

Samples:

All sample of products/materials used for this project should be submitted for review and approval. Product data/catalogs of products shall be provided when actual samples cannot be provided.

Experience/Past performance:

Provide a list of similar and other projects/contracts previously performed for the past two years and points of contacts with phone numbers.

Document Submission Criteria for Selection

The contractor is required to include in the proposal-

- i. Biodata on company owners and senior personnel involved in the project.
- ii. Safety Data Sheets of products (pesticides, fungicides, fertilizer if any) used for this project.

4 CONTRACT ADMINISTRATION:

The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract. The COR/Facility (FAC) Management / or the Post Occupational Safety and Health Officer (POSHO) will perform quality assurance inspections during maintenance services.

5 RESPONSIBILITY OF THE CONTRACTOR:

The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Washingtonian Tree maintenance work furnished under this contract.

The contractor is responsible for the safety of their workers and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. The contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.

The contractor shall be liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the contractor's negligent performance of any of the services furnished under this SOW.

6 OTHER REQUIREMENTS

The contractor is responsible to provide all required tools, equipment, and personnel, except as noted in the SOW to manage and administer the maintenance of the Washingtonian Trees.

The contractor shall always keep the Washingtonian Tree maintenance area free from accumulation of waste materials. Upon performing the Washingtonian Tree maintenance, the contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Embassy. All trash and debris must be removed from the Embassy by the contractor daily. Due to extremely high temperatures in Kuwait during summer months, the Embassy has established this policy regarding working outside during the months of June, July, and August. This policy applies to all Embassy contractors working for the Mission.

During the months of June, July, and August, working outside in direct sunlight between the hours of **11:00 a.m. and 4:00 p.m.** is prohibited. In addition, regardless of the time day, when the outside temperatures exceed **49°C (118°F)**, no work outside in direct sunlight is permitted.

The Embassy is closed during American Federal Holidays and Government of Kuwait holidays. The contractor may work on these days with prior approval from the COR.

8. SAFETY

The contractor must follow all safety procedures. All workers must wear appropriate safety personal protective equipment to include safety shoes, safety glasses, safety masks, head protection, body harness etc. The contractor must keep the work-site secured, and clean-up all debris and trash at the end of each workday. The employees tasked with the application of pesticide and fertilizers must be trained and abide by all safety standards before this work occurs. The contractor must get approval from the COR or POSHO before applying any pesticide or fertilizer. The contractor shall never leave power equipment unattended without disconnecting them from their power source. Tools and materials shall be inspected by the COR/POSHO or his/her authorized representatives.

8. INSPECTION & ACCEPTANCE

The project and services being performed, and tools/supplies used to accomplish the maintenance service will be inspected by the COR/POSHO or his authorized representatives, to determine that all the work is carried out in a satisfactory manner and that all the tools and equipment used to complete the maintenance are safe and of an acceptable quality and standard. The contractor shall be responsible to immediately remedy any unacceptable work or conditions within the scope of work of this project.

Attachment 3

U.S. EMBASSY-KUWAIT
FACILITY MANAGEMENT
THE CONTRACTOR'S GENERAL RESPONSIBILITIES
FOR EMBASSY MANAGED PROJECTS

1. PURPOSE

To notify the contractors of their general responsibilities related to Safety and Health for the Embassy managed construction projects as listed as below:

Project - 37 Washingtonian Tree Maintenance.

Extra or different requirements will be established directly by the Contracting Officer's Representative (COR) or the Post Occupational Safety and Health Officer (POSHO) to ensure all safety requirements are followed and to share any related information as required. All contractor personnel shall meet contract specifications. The COR or POSHO or his authorized designee can stop any work in case safety guidelines are not followed.

2. GENERAL

The following is required by the contractor and their sub-contractors:

- 2.1. The contractor must demonstrate understanding of his responsibilities related to the safety requirements by addressing hazards in the planning processes and preconstruction meetings.
- 2.2. Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.
- 2.3. Prior to starting a project, the contractor shall contact the CO or COR to ensure that they have received all pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.
- 2.4. Per Embassy policy, the contractor must provide their workers with safe and healthful conditions of employment.
- 2.5. The contractor is expected to provide a "competent person" to implement the site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions. The person assigned to oversee the project shall speak English. The contractor shall complete the attached hazard analysis form wherever necessary.
- 2.6. The contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local laws and regulations (Policy attached).
- 2.7. The contractor shall ensure proper safety, health, and environmental requirements of EM 385-1-1 (U.S. Army Corps of Engineers Safety & Health Requirements Manual) applicable to their project are followed.
- 2.8. The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

3. BARRICADING AND FENCING

The contractor has the responsibility to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities. Barricades act as warning devices, alerting others of the hazards created by construction activities, and should be used to control vehicular and pedestrian traffic safely through and around the work site.

THE CONTRACTOR IS REQUIRED TO:

- 3.1. Erect and maintain for the duration of the contract proper barricades, including fencing material, traffic cones, caution tape, and temporary curb ramps complying with all access codes and regulations at all closed crosswalks and existing closed curb ramps.
- 3.2. Obtain all applicable permits required by the regulations.
- 3.3. Furnish, erect, and maintain all necessary signs, barricades, lighting, fencing, bridging, and flaggers that conform to the requirements set forth by Occupational Safety and Health Administration (OSHA).
- 3.4. Ensure that no construction materials are stored and/or placed on the path-of travel.
- 3.5. Maintain the construction barriers in a sound, neat, and clean condition.
- 3.6. Not occupy public sidewalks except where pedestrian protection is provided. The contractor shall not obstruct free and convenient approach to any fire hydrant, alarm box, or utility box.
- 3.7. Remove barriers and enclosures upon completion of the work in accordance with applicable regulatory requirements and to the satisfaction of the owner.
- 3.8. Provide protection for pedestrians consistent with all local codes, including the Americans with Disabilities Act (ADA) that can be read at <http://www.ada.gov/pubs/adastatute08.htm#top>

4. HAND AND POWER TOOL SAFETY

The contractor has the responsibility to provide safe working conditions of tools and equipment.

The contractor is required to:

- 4.1. Ensure the safety of tools and equipment used by its workers.
- 4.2. Inspect at regular intervals and maintain in good condition all tools in accordance with the manufacturers' specification.
- 4.3. Ensure that all operating and moving parts operate and are clean.
- 4.4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
- 4.5. Ensure that tools are used for their intended purposes.
- 4.6. Ensure that all workers receive instruction on regulations and the safe use of each power tool.
- 4.7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make the manuals available upon request to all workers required to use the equipment.

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Purpose: To inform contractors of their responsibilities under the Embassy's personal protective equipment standard while performing work at the Embassy.

Contractors are required to comply with the following provisions:

- Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation, or physical contact.
- Each affected worker shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Each affected worker shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
- Each affected worker shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
- Each affected worker shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such worker's feet are exposed to electrical hazards.
- Each affected worker shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- Each affected worker shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- Contractors shall provide training and upon completion, each worker shall be tested, and certified in writing by the trainer. If at any time the trained worker changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the worker shall be re-trained and re-certified.

6. NOISE

Purpose: To inform contractors of their responsibilities to their workers and the Embassy community with respect to construction generated noise pollution. Embassy may impose additional time limitations on particular projects expected to make noise.

Use for any construction project that generates noise; the Contractors are required to:

- Identify noisy equipment and noisy operations and plan their work to provide maximal noise protection to workers and the community.
- Schedule noisy operations during off hours if possible. Noisy construction or demolition can be performed only during the hours of 7:00 am through 7:00 pm on weekdays, and the generated noise cannot exceed 80 dB except for pile driving.
- Provide a plan for how a contractor will comply with these regulations to the COR or POSHO in advance of the project.

- Erect barriers to isolate occupied space from noisy operations when required.
- Implement a hearing conservation program when workers are exposed to 80 dB or more in an 8 hour day. These programs include annual audiometric testing and require hearing protection devices, such as earplugs.
- Implement engineering or administrative noise controls when exposure exceeds 85 db. Engineering controls include redesigning the space to reduce machinery noise, replacing machinery with quieter equipment, enclosing the noise source, or enclosing the noise receiver. Administrative controls include mandating the length of time an employee can be exposed to a particular noise source.

7. FALL PROTECTION

The contractor has the responsibility to provide safe conditions when performing work at elevated surfaces (unguarded locations above six feet) at Embassy. Such locations may include but are not limited to the following:

- Portable and fixed ladders
- Aerial lifts
- Scaffolds
- Roofs
- Elevated work locations and platforms

The contractor is required to:

Contractors are required to:

- Reduce the hazards associated with falls.
- Control fall hazards first through engineering controls.
- Institute personal fall arrest systems, administrative controls, and training when engineering controls are not feasible.
- Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO
- Have the necessary fall protection equipment to safely perform the job.
- Have workers properly trained in the use of fall protection equipment.
- Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

8. SCAFFOLDING

Purpose: To inform contractors of their responsibilities when using, erecting, and breaking down scaffolding.

Contractors are required to:

- Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by POSHO or COR.
- Ensure all employees have received training in the use of scaffoldings.
- Contact the COR or POSHO with questions regarding safety and required precautions.

Contractors are also required to ensure that scaffoldings are:

- Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
- Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
- Securely fastened with all braces, pins, screw jacks, base plates, and other fittings installed as required by the manufacturer.

- Limited to authorized personnel only, especially after working hours.
- Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.
- Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.
- Replaced or repaired immediately if scaffolding and accessories have any defective parts.
- Provided with an access ladder or equivalent safe access.

The contractor shall ensure that the planking be:

- Scaffold grade or equivalent.
- Overlapped a minimum of 12 inches or secured from movement.
- Extended over their end supports for less than 6 and never more than 12 inches.

9. HAZARDOUS WASTE MANAGEMENT

Purpose: To inform contractors of their responsibilities under Department's Hazardous Waste Management Program when handling, storing, transporting, and disposing of hazardous wastes generated at the Embassy.

The hazardous wastes associated with the construction including but not limited to: adhesives, cements, lubricants, spill residues, used oil, cleaning supplies, solvents, paints, paint thinners, empty cylinders, pipes, and drywalls are generated.

Contractors are required to:

- Identify any potential hazardous wastes associated with the planned work activity prior to commencing work
- Implement their own hazardous waste and employee training programs for the specific materials identified.
- Ensure no wastes are abandoned in place.
- Notify the COR or POSHO prior to the transportation, handling, storage, and disposal of all solid and hazardous wastes potentially generated as part of the proposed work activities.
- Comply with all local and Department's Hazmat and Environmental Services policies and procedures.
- Forward copies of all transportation, handling, storage, and disposal records including but not limited to Hazardous Waste Manifests, DOT Permits, and Disposal or Recycling certificates to the COR.

10. HAZARD COMMUNICATIONS

Purpose: To inform contractors of their responsibilities under the Department's hazard communication policy regarding potentially hazardous materials present on construction sites and in posts buildings.

Contractors are required to:

- Maintain an effective hazard communication program.
- Ensure that COR or POSHOs disclose known site-specific hazards such as the presence of chemical, radiological, or biological materials to post managed construction contractors.
- Maintain and have accessible copies of Safety Data Sheets (SDSs or equivalents) for hazardous chemicals brought onto Embassy property.
- Forward SDSs of hazardous materials (that produce strong odors) to the COR or POSHO for review.

- Use and store all hazardous or flammable chemicals, liquids, or gases brought onto the project site in approved containers conforming to Embassy's and applicable local regulations.
- Secure permits, if applicable, for the temporary storage of hazardous materials on the project site.
- Ensure that spills of hazardous materials are contained and cleaned-up immediately and that all necessary means and materials are maintained at the work site to accomplish this task.
- Notify the COR or POSHO immediately of a hazardous material spill.
- Report to COR or POSHO immediately the discovery of any hazardous materials which has not been rendered harmless.

11. ELECTRICAL SAFETY

Purpose. To inform contractors of their responsibilities when performing work that may impact electrical systems on embassy properties.

Such activities include, but are not limited to:

- Installation of electrical systems, components, machinery, and equipment.
- Alterations of electrical systems, components, machinery, and equipment.
- Maintenance of existing systems and equipment.
- Demolition of existing systems.
- Temporary planned outages.
- Tests and diagnostics.

Contractors are required to:

- Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- Notify the COR or POSHO and the Project Manager of impact activities prior to the start of work.
- Coordinate planned outages with COR or POSHO and the Project Manager.
- Ensure all workers performing impact activities have received sufficient training in compliance with Embassy's, Department's and local regulations.
- Ensure all workers are provided adequate personal protective equipment as required by the regulations mentioned below.
- Ensure all work is performed in accordance with the guidelines of federal and local regulations list below:
- Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Embassy's Lock-Out/Tag-Out program.

12. LOCKOUT / TAGOUT

Purpose: To inform contractors of their responsibilities when performing lockout/tagout activities at Embassy to ensure all persons potentially affected by de-energizing or re-energizing of building systems are properly protected and notified.

This is required when electrical, pneumatic, mechanical, thermal, hydraulic, and chemical energies are found that must be controlled to prevent serious or fatal injuries.

Contractors are responsible for the following:

- Having a lockout/tag out program prior to performing work.
- Having trained workers prior to performing work.

- Understanding and complying with the Embassy's lockout program.
- Informing the COR and POSHO if their program deviates from the Embassy program.
- Coordinating with the COR and POSHO prior to performing lockout/tag out activities.
- Providing their own lockout/tag out equipment that meets OSHA standards.
- Performing lockout/tag out activities in accordance with OSHA standards.
- Following special procedures for jobs requiring multiple lockout devices and those involving shift or personnel changes.

The contractors will not be permitted to work on any energized circuits while working in any embassy managed projects.

13. HOT WORK PERMIT

Purpose: To inform contractors of their responsibilities when performing hot work activities at the Embassy. The hot work permit is designed to reduce the potential of an uncontrolled ignition of materials in a hot work area.

This is required when contractor's work involves heat, flame, sparks, or smoke. Examples of hot work include but are not limited to brazing, cutting, grinding, soldering, gas or arc welding, and torch-applied roofing. Hot work permits are not required during the construction of new facilities or renovations of unoccupied existing facilities.

Contractors must be responsible for the following:

- Understanding and complying with the Embassy hot work permit program.
- Having trained workers and approved fire prevention equipment on site prior to performing work.
- Obtaining a hot work permit from the COR or POSHO prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
- Coordinating with the COR or POSHO the temporary shutdown of localized fire systems to prevent possible fire alarm activation and disruption of normal business operations.
- Posting the hot work permit at the job site in an accessible and conspicuous location.
- Submitting the hot work permit to the COR or POSHO at the completion of the activity.
- Conducting their hot work activities in a sound fire safe manner and following the precautions outlined on the hot work permit.
- Assuring that a firewatcher remains on the job for 60 minutes after the completion of the hot work.

14. TRENCHING AND EXCAVATIONS

Purpose: To inform contractors of their responsibilities while performing trenching and excavation operations at Embassy. This is required when drilling, digging, and trenching are performed. Contractors must apply the following safety controls:

- Before any excavation work begins, underground utilities shall be identified and the location marked of underground pipes, electrical conductors, any other structures.
- Evaluation is required of the trenching site by a "competent person" who knows and is trained to identify soil types, proper protective systems, and hazardous conditions.
- Contact local authorities for procedures and notification requirements.
- Conduct a daily inspection of the excavation and the adjacent areas prior to work and as needed during the workday. If there are any unsafe conditions, work shall stop in the excavation and personnel removed until the problems are corrected.
- Monitor and recognize hazardous atmospheres and conditions such as vibration, external loads,

- weather conditions, ground water conditions, and confined spaces.
- Check all protective material or equipment for any damage.
- When excavations are deeper than 4 feet, ladders or steps shall be located so that a worker does not need to travel more than 25 feet in the excavation before being able to exit. See OSHA's confined space standard 29 CFR-1910.148 for testing before workers enter excavations greater than 4 feet in depth.
- Each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with OSHA Standard 1926, Subpart P.
- Examination of the ground by a competent person for excavations less than five (5) feet in depth must present no indication of a potential cave-in hazard. If a cave-in hazard exists, protective systems are required.
- When excavations are deeper than five (5) feet, the sides shall be provided with a protective system (shored, braced, or sloped sufficiently) to protect against hazardous ground movement.
- When heavy equipment will be operated nearby, the shoring or bracing shall be able to withstand this extra load regardless of the depth of the excavation. For any excavation that a person will enter, all dirt, debris, and excavation material shall be effectively stored or retained at least two (2) feet from the edge of the excavation.
- Adequate protection from hazards associated with water accumulation should be in place before working in excavations.
- Signs and Barricades shall be displayed at all excavation/trenching sites.
- All excavations into which a person could fall or trip shall be guarded. While work is being performed in or near the opening, the guards surrounding the area shall be maintained.
- Barricades at least 3 to 5 feet high shall be spaced no further than ten (10) feet apart and yellow and black "Caution, Do Not Enter" construction tape shall be stretched securely between the barricades.
- A registered professional engineer (or equivalent) shall design excavations more than twenty feet deep.
- Excavations should be covered and not left open overnight.

15. POWERED INDUSTRIAL LIFT TRUCKS

Purpose: To inform contractors of their responsibilities with respect to industrial lift trucks, their operations and maintenance.

This is required when contractor uses fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines.

Contractors are required to ensure:

- Vehicles are inspected daily at the beginning of the work shift. Inspections must be documented and made available upon request.
- Workers obey all safe operating procedures.
- Powered industrial lift truck drivers shall be trained by a competent person for each type of equipment they operate at a level equivalent to the OSHA requirements.
- Any power-operated industrial truck not in safe operating condition shall be removed from service.
- Only authorized personnel shall make all repairs.
- Only parts equivalent to those used in the original design shall replace all parts of any such industrial truck requiring replacement.

- No passengers are allowed to ride on a powered industrial truck. No person shall be allowed to stand or pass under the elevated portion of any truck, whether loaded or empty.
- Unauthorized personnel shall not be permitted to ride on powered industrial trucks.
- Operators will sound the horn and use extreme caution when meeting pedestrians, making turns, and traveling through doors.
- When loading trailers, dock plates will be used. Operators will assure dock plates are in good condition and will store on edge when not in use.
- Operators are instructed to report all accidents, regardless of fault and severity.

16. LEAD-BASED PAINT

Purpose: To inform contractors of their responsibilities under the Embassy's Lead Management Program and to provide guidelines to contractors who may potentially impact lead-based paint at the Embassy. These are not specifications for lead-based paint abatement.

This is required when Embassy managed construction involves manipulation and/or demolition of painted surfaces.

Contractors are required to:

- Request from the Project Manager or the COR the location of lead-containing building materials in the work area.
- Provide COR or the CO with lead-safe work practices pertaining to the project.
- In the event that lead-based paint is impacted, take all necessary precautions to protect Embassy employees, families, and visitors from the exposure to lead dust or contamination. Such measures may include using plastic sheeting to isolate the work area, using wet techniques, and/or using a HEPA vacuum.
- Ensure that construction dust does not enter occupied space, HVAC system, or other work areas.

17. CONFINED SPACE ENTRY

Purpose: To inform contractors of their responsibilities during confined space entry activities at the Embassy. Confined space is defined as any space that:

(1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and (3) Is not designed for continuous employee occupancy.

Use anytime you may have confined space in your construction project. Types of confined space entries may include but are not limited to: telecommunication manholes, HVAC systems, sewer manholes, sewage ejection chambers, steam manholes, crawlspaces, boilers, tanks, and water-meter manholes.

The contractor is required to:

- Identify permit-required confined spaces.
- Evaluate each confined space for the following:
 - Presence of explosive gases equal to or greater than 10% of lower explosive limit (LEL).
 - Oxygen Deficiency and Oxygen Enriched Atmospheres
 - Concentrations of Carbon Monoxide and Hydrogen Sulfide.
 - Electric shocks, burns, walking/working surfaces, heat stress, noise hazards, and/or any other recognized hazard.
- Control potential hazards with the following measures:
 - Mechanical – Use proper lockout/tag out procedures when needed to prevent hazards within the confined space

- Ventilation – If exposed to harmful vapors or an oxygen deficient atmosphere exists; a ventilation fan shall be used for the duration of the job.
- Slips and fall – Use caution if shoes and /or ladders are wet or oily. Inspect shoes prior to entry.
- Burns and Heat Stress – The use of a ventilation fan will provide cooler temperatures. Use caution around hot equipment and avoid overexertion within the space. Take frequent breaks if needed.
- To prevent an explosion, do not use equipment that may cause flame or sparks in an oxygen-enriched atmosphere.
- Personal protective equipment (goggles, gloves, dust mask, respirator) shall be worn when a potential hazard exists.
- Coordinate entry operations when workers are working in or near the area.
- Inform the CO or POSHO of entry procedures that will be followed and of any hazards identified or created.
- Provide documentation of their company’s entry procedures to CO or POSHO before work begins.
- Provide rescue operation procedures.
- Confined space entry work permit shall be obtained from POSHO or COR prior to entering any confined spaces.

18. INDOOR ENVIRONMENTAL QUALITY

- Purpose: To inform contractors of their responsibility to minimize the impact construction-related activities have on indoor environmental quality at the Embassy.
- **Contractors are required to:**
- Ensure that no dust, vapors, and fumes are released into the occupied space during sanding, grinding, roofing, flooring, painting, welding, cutting, jackhammering, and demolitions.
- Use HEPA filtered equipment to provide negative pressure or to minimize recirculation of contaminants.
- Implement engineering controls, such as dilution or local exhaust ventilation and isolation of mechanical systems.
- Install critical barriers made of polyethylene sheeting on doors, windows, vents, etc. in order to isolate the specific work area.
- Minimize dust, use wet methods when appropriate.
- Have trained workers and approved equipment on site prior to performing work.
- Use the least toxic material suitable for the application (for example, latex paint rather than oil-based). Products containing solvents and those that emit gases and vapors must be submitted to the COR or POSHO review and approval prior to use.
- Communicate with COR or POSHO to implement effective strategies (for example, working off hours) to minimize occupant exposure.
- Relocate sources of contamination (for example, a diesel generator or tar kettle) away from the building air intake.

19. ADDITIONAL NOTES

The COR will work directly with the contractors ensuring that they follow all required safety guidelines, and in case any deficiency is found during the QA/QC/Safety inspections, the projects can be stopped by the COR until the condition is remediated. During the jobs if any different work conditions appear, the COR can indicate further safety requirements to the contractor. The COR will work with the POSHO in order to guarantee all required safety procedures are followed.

ESCORTING OF LOCAL CONTRACTORS:

Proper escorting procedures will be briefed and must be approved (in advance) by the COR or RSO prior to starting the project. The contractors must follow all escorting requirements as advised by the COR. Contractors must participate in all Embassy security/fire drills while working in the embassy compound.

HOT WORK PERMITS:

Any grinding, welding, brazing, torch cutting, soldering, or any work with Fire Hazard requires a Hot Permit from the COR, POSHO or FAC.

Any work with toxic materials or any material that can cause discomfort, harm, or injury to tenants must also require prior permit from the COR or the POSHO.

JACK HAMMING OR CHIPPING:

Any work that involves continuous noise that will disrupt Embassy operations must have prior approval from the COR or be performed after normal business hours.

PROTECTION OF GOVERNMENT PROPERTY:

Proper procedures shall be used at all times when work is being conducted at the Embassy properties to protect existing building systems, finishes, and equipment.

SUMMER OUTSIDE WORKING POLICY:

The Embassy has a summer outside work policy during summer season; the contractor must adhere to this policy. During the summer season at any given time when the outside temperature exceeds 48°C (118°F), performing manual labor tasks outside in direct sunlight between the hours of 11:00 am and 4:00 pm is prohibited. Short periods of outside work (for example, loading or unloading supplies) must not extend beyond 30 minutes during these hours.

Smoking:

U.S. Government policy prohibits all smoking from inside any U.S. Government property, including the rooftop or within 25 feet of a U.S. Government building. Embassy has only two designated smoking areas; the workers may use these areas for smoking.

WORK SITE MISHAP/INJURY REPORTING:

Contractors must report all work-related injuries/mishaps to POSHO, COR, or his authorized representative as soon as it occurs.

SUBCONTRACTORS:

Subcontracts, (if approved). The contractor shall be responsible for its subcontractors to be in compliance with all safety requirements as prescribed above.

WRITTEN PROGRAM:

Before commencing work, the contractor shall:

(1) Submit a written plan to the CO, COR, or POSHO for implementing all requirements as prescribed above. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Submit an Activity Hazard Analysis & Accident Prevention Plans.

(3) Meet with the CO, COR or, POSHO to discuss and develop a mutual understanding related to administration and implementation of the overall safety program.

Note: Contractor shall contact the COR or POSHO for any questions, clarifications and additional information required!

Attachment 4

Definitions

CO	Contracting Officer
COR	Contracting Officer's Representative
A/COR	Assistant Contracting Officer's Representative
SOW	Statement of work/Scope of work
RSO	Regional Security Officer
DBA	Defense Base Act
DOL	Department of Labor
BOQ	Bill of Quantity
DUNS	Data Universal Numbering System
SAM	System for Award Management
BOM	Bill of Materials
FAC	Facilities Office
QAI	Quality Assurance Inspection
PPE	Personal Protective Equipment
OSHA	Occupational Safety and Health Administration
POSHO	Post Occupational Safety and Health Officer
ADA	Americans with Disabilities Act
SDS	Safety Data Sheet
EOD	Explosive ordnance Disposal
QA/QC	Quality Assurance/Quality Control
HVAC	Heating, ventilation, and air conditioning
AC	Air Conditioning
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code
EPA	Environmental Protection Agency

Attachment 5

Crane Rental Service/Operating Procedures

CRANE USAGE INSTRUCTIONS:

The Contractor to provide for our records:

1. Inspection & load testing reports for the crane
2. Proof of qualification for the crane operator

The contractor also to ensure during crane operations:

1. The Crane entrance shall be through the back gate, not the front gate.
2. Please ensure that at least 1 escort staff will be available on the ground to both walks the crane, as well as notify pedestrians to stay clear of the swing area and the load area.
3. Please supply any barricades/tape/cones to keep people out of the swing area as well as pedestrians away from the general work area.

According to OBO/SHEM (Department of State) guidelines, all crane rentals must be coordinated with Post Occupational Safety & Health Officer (POSHO) office prior to renting a crane to be used in the Embassy compound/property. There are lots of factors to be looked at prior to renting a crane; a summarized requirement is as below:

- The requesting office will notify the POSHO office about the actual requirement of the crane; the purpose of the use (please provide a short SOW with a lift plan), when and where the crane is to be used, the capacity of the crane required and weight of the load to be moved/picked.
- A prior walkthrough is a must with the contractor to identify the locations, and driveway and to identify possible hazards prior to finalizing the contract.
- When making a contract with a vendor/contractor; the requestor/procurement office has to inform them of the specific requirement to the contractor/vendor.

We also need to get the following information from the contractor:

1. The contractor shall supply the inspection and load testing reports if any of the cranes. The contractor shall comply with all manufacturer's instructions, procedures, and recommendations applicable to the operational functions of equipment, including its use with attachments. The safe operating speeds or loads shall not be exceeded.
2. The materials used should meet the standard – e.g. synthetic rope and alloy chain shall be used for the crane operation. The contractor should confirm that they are using only these types of materials.
3. Cranes and hoisting equipment shall be operated only by designated qualified personnel. Proof of qualification shall be supplied by the contractor in writing.
4. Any worker engaged in the duties and the performance of rigging shall be a Qualified Rigger and as such, **shall meet the following requirements:**
 - Be at least 18 years of age.
 - Be able to communicate effectively with the crane operator, the lift supervisor, the signal person, and the affected personnel on site.
 - fall and all personal protection must be used by the operator/rigger.

We also need to ensure the following when the crane is operational at the embassy. Compound/property:

- For any lifts over existing occupied buildings/structures should be planned during weekends/holidays/after-hours. Exceptional cases may be approved in case of emergencies with prior approval from the POSHO.
- Ensure that the crane travel route is cleared of any structures, vehicles, pedestrian presence, etc. Adequate clearance shall be maintained between moving and rotating structures of the crane and hoisting equipment and fixed objects to allow the passage of employees without harm. The minimum adequate clearance is 24 in (61 cm).
- Accessible areas within the swing radius of the rear of the crane and hoisting equipment's rotating superstructure, either permanently or temporarily mounted, shall be barricaded to prevent an employee from being struck or crushed by the crane and hoisting equipment. Any questions, please contact POSHO Office at ext. 1586.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022) (see SF-1449, Block 27A)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (March 2023)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

___ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (NOV 2016) of [52.219-9](#).

___ (iii) Alternate II (NOV 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) of [52.219-9](#).

- (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAT 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).

___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

___ (ii) Alternate I (OCT 2022) of [52.225-1](#).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (DEC 2022) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (v) Alternate IV (Oct 2022) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

— (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (MAR 2023). As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(L) __ (I) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

__ (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R)___ (1) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

___ (2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(V) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: <https://www.acquisition.gov/> this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <https://ecfr.io/> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

1.1.1.1.1	<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)	
52.204-13	SYSTEM For AWARD MANAGEMENT MAINTENANCE. (OCT 2018)	
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)	
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)	
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)	
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act). (JULY 2014)	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)	
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)	
52.236-13	ACCIDENT PREVENTION (NOV 1991)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICE (MAR 2023)	
<u>52.217-8</u>	<u>OPTION TO EXTEND SERVICES (NOV 1999)</u>	

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months/5 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

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- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission:

1. Embassy payment terms are 30 days NET CREDIT. Payment is due within 30 days after the receipt of a proper invoice, (as defined by 5CFR 1315.9-b).
2. Invoice will be processed for payment on monthly/quarterly basis (end of every month and/or end of every quarter). Please note, Embassy does not make any ADVANCE payments.
3. To constitute a proper invoice, the invoice must include all the items per FAR 32.905(b) "Payment documentation and process" and FAR 52.232-25 "Prompt Payment". At minimum each invoice must include Contract number, PR number, clear description of items/services ordered (description to match language in the pricing table". (All the details should be in English language).
4. Banking information to include: Account name, Bank name, branch and address, Account number, IBAN number, swift code to be mentioned either on the invoice and/or to be provided separately.
5. Invoice is required to be sent electronically to the Embassy Finance Office email: KuwaitDBO@state.gov to process for payment.
6. Payment inquiries: For better tracking and response time on payment inquiries, all payment related inquiries to be forwarded directly to KuwaitFMCInquiry@state.gov

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity

has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days* as holidays:

Holiday	Date Observed	Day(s) of the week
New Year's Day	January 1	Sunday
Birthday of Martin Luther King, Jr.	January 15	Sunday
President's Day	February 19	Sunday
Kuwait Liberation Day	February 26	Sunday
Kuwait National Day	February 27	Monday
Eid Al-Fitr*	April 23-24	Sun-Mon
Memorial Day	May 28	Sunday
Juneteenth	June 18	Sunday
Waqfat Arafat Day	June 27	Tuesday
Eid Al-Adha*	June 28-29	Wed-Thur
Independence Day	July 4	Tuesday
Islamic New Year*	July 19	Wednesday
Labor Day	September 3	Sunday
The Prophet's Birthday*	September 28	Thursday
Columbus Day	October 8	Sunday
Veterans Day – instead of Saturday, Nov. 11	November 12	Sunday
Thanksgiving Day	November 23	Thursday
Christmas Day	December 25	Monday

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Friday or Saturday, the following Sunday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is Saju Pappachan, Safety Program Coordinator.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

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This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Mar 2023)
is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

A. Summary of instructions. Each proposal must consist of the following separate volumes:
 Note: Proposals are required to be sent electronically by email to Kuwait_Solicitation@state.gov as .pdf format. Each volume must be sent as a separate attachment for easy access.

All documents submitted as per the solicitation requirement MUST be in English and if documents (s) are issued by Kuwait Government or other entities, copy of original documents MUST be provided with English translated copy. Documents that are not in English will be deemed not acceptable and will not be evaluated. Failure to provide any of the requested details/information listed below may be considered grounds for the proposal to be found technically not acceptable.

Volume	Title	Ref. page in the submitted proposal
I	<ul style="list-style-type: none"> - Standard Form 1449 signed and completed (<u>Box 12, 17, 19-24, 30a, 30b, and 30c</u>) - Signed copy of any released amendments (If applicable) 	
II - Introduction	<ol style="list-style-type: none"> 1. Contractor's full name 2. Contractor must identify and include their Unique Entity ID (generated by SAM.gov). 3. Must identify in their offer that they are fully registered in the System for Award Management (SAM) and their account is active. <u>ONLY</u> vendors with Active SAM will be eligible for awards that exceeds the US\$30,000 threshold 4. Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote 5. Fill in and complete Provision 52.212-3 Offeror Representations and Certifications 	
III – Technical	<p>The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.</p> <ol style="list-style-type: none"> (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English; (2) Evidence that the offeror/quoter has an established business with a permanent address and telephone listing (3) Evidence that the offeror/quoter has obtained all licenses and permits required by local law to operate in the State of Kuwait. If offeror already possesses the locally required licenses and permits, a copy shall be provided in the English language (4) Proof that offeror is licensed, certified and qualified contractor in the same field or similar line of business (5) List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of 	

	<p>contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the State of Kuwait then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:</p> <ul style="list-style-type: none"> • Quality of services provided under the contract; • Compliance with contract terms and conditions; • Effectiveness of management; • Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and • Business integrity / business conduct. <p>The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's quote. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.</p> <p>Provide the following information for each contract and subcontract:</p> <ol style="list-style-type: none"> (a) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel; (b) Contract number and type; (c) Date of the contract award place(s) of performance, and completion dates; (d) Contract dollar value; (e) Brief description of the work, including responsibilities; (f) Comparability to the work under this solicitation; (g) Brief discussion of any major technical problems and their resolution; (h) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.); (i) Cost/price management history, including any cost overruns and under runs, and cost growth and changes; (j) Percent turnover of contract key technical personnel per year; and (k) Any terminations (partial or complete) and the reason (convenience or default). <ol style="list-style-type: none"> (6) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; Provide list of equipment and workshop owned by the company (7) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section I). If offeror already possesses the locally required licenses and permits, a copy shall be provided. (8) Interested offerors are required to submit in their proposal: <ol style="list-style-type: none"> a) Submit Activity Hazard Analysis & Accident Prevention plans b) Submit a Safety Plan and Construction Accident Prevention Plan (CAPP) 	
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	<ul style="list-style-type: none"> c) Project schedule/work plan showing work phasing and proposed daily progress d) Requirements as stated as per attachment 2 (Scope of Work) and attachment 3 (POSHO Office – Contractor’s General Responsibilities for Projects) e) Products samples and Products data (all sample of products/materials required for this project should be submitted for review and approval if requested in the Scope of Work. Product data/catalogs of products shall be provided when actual samples can’t be provided) f) Product data: for each type of product indicated, include technical data as outlined in the scope g) Bill of quantity/bill of materials (if requested in the Scope of Work) & itemized costing for each item as listed in the scope of work. (9) All personnel working under this contract must be legally sponsored by the contractor and/or subcontractor prior the award of the contract. Therefore, interested offerors are required to submit in their proposal a list of workers and supervisors assigned to this project with a proof they are under the direct sponsorship of the contractor and/or subcontractor (10) Subcontractor qualifications to include but not limited to: <ul style="list-style-type: none"> a) Evidence that the subcontractor has an established business with a permanent address and telephone listing b) Evidence that the subcontractor has obtained all licenses, certification and permits required by local law to operate in the State of Kuwait. If subcontractor already possesses the locally required licenses and permits, a copy shall be provided in the English language c) Proof that all workers are legally sponsored directly by the subcontractor d) List of workers and supervisors assigned to this project e) Subcontractor's insurance coverage (11) Quotation/offer validity must be at least valid for 90 days from submission 	
IV. Price	As per price table in Section 1	

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://e-cfr.gov) to see the links to the FAR. You may also use an

Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	System for Award Management (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
52.237-1	SITE VISIT (APR 1984)

A site visit will be held on **April 11, 2023, at 11:00 am** Kuwait local time for prospective offerors to inspect the site/location. All prospective bidders are highly encouraged to attend this site visit to ensure they inspect the site and clearly understand the requirement.

To attend the site visit, interested offerors are kindly requested to complete below table (maximum 2 persons per company) and send the information by email to Kuwait_Solicitation@state.gov **no later than April 4, 2023 @ 10:00am** to make the appropriate access arrangements.

Civil ID Number	Full Name	Phone number	Nationality

- All security cleared attendees should be at the front gate of the Embassy at least 15 minutes earlier to allow security screening before conference starts.
- No statements made by the Government at the site visit shall be considered to be a change to the solicitation unless a written amendment is issued

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(c) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Arlen J. Holt, at Tel +965-2259-1459. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:
- Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of clause)

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(3) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act"

Israeli End Products:

Line Item No

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements

prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(OCT 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://e-cfr.com) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE
INCORPORATED BY REFERENCE:

**52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN
(JUN 2020)**